

10 A. THIS IS PRIVATE. I SHOULDN'T SAY
11 THAT. THERE'S SOME INTER -- AEROCALAFIA FLIES TO
12 MAZATLAN AND -- FROM THERE, BUT ...

13 Q. OH, SO IF YOU GO PRIVATE, YOU GET
14 TO GO TO THE CLOSER AIRPORT?

15 A. IT'S NOT BETTER. IT'S JUST CLOSER
16 TO DOWNTOWN.

17 Q. RIGHT.

18 A. MOST PRIVATE PLANES STILL GO INTO
19 SAN JOSE.

20 Q. OH, THEY DO?

21 YOU DON'T -- YOU OR YOUR ENTITIES
22 ENDED UP NEVER PUTTING ANY MONEY IN THAT; CORRECT?

23 A. I DON'T KNOW IF THAT'S COMPLETELY
24 TRUE, BUT --

25 Q. WELL, DO YOU GET -- DO YOU HAVE ANY
0654

1 OWNERSHIP INTEREST IN THE AIRPORT?

2 A. NOT RIGHT NOW.

3 Q. YOU OR YOUR ENTITIES?

4 A. NO.

5 Q. DID YOU AT ONE TIME?

6 A. WE WERE NEGOTIATING TO.

7 Q. WELL, YOU SAID NOT --

8 A. IT'S STILL IN LITIGATION.

9 Q. I'M CONFUSED. YOU'RE IN LITIGATION
10 OVER THE AIRPORT?

11 A. WITH THE AIRPORT. YES.

12 Q. WHY?

13 A. BECAUSE MONEY WAS INVESTED IN THE
14 AIRPORT, AND WE DIDN'T GET WHAT WE WERE SUPPOSED
15 TO GET IN RETURN.

16 Q. HOW MUCH MONEY?

17 A. I BELIEVE 1,070,000.

18 Q. AND WHO'S FILING -- WHO'S THE
19 PLAINTIFF IN THE LAWSUIT?

20 A. I BELIEVE IT'S LOR MANAGEMENT.

21 Q. BUT ISN'T THAT THE MILLION DOLLARS
22 THAT KENNER OR NORSTROM GAVE YOU?

23 A. I DIDN'T SAY IT SHOULDN'T BE
24 RETURNED TO THEM WHEN IT GETS RESOLVED.

25 Q. AND WHO'S PAYING THE LEGAL FEES FOR
0655

1 THAT?

2 A. THERE AREN'T ANY RIGHT NOW. WE DID
3 IT -- I BELIEVE IT'S BEING HANDLED ON A
4 CONTINGENCY.

5 Q. BY A MEXICAN ATTORNEY?

6 A. YES.

7 Q. WELL, WHAT WOULD BE THE MOTIVE FOR

8 LOR MANAGEMENT TO FILE A LAWSUIT AGAINST THE
9 AIRPORT IF THE MONEY IS GOING TO BE RETURNED TO
10 KENNER OR NORSTROM?

11 MS. CROWTHER: OBJECTION. CALLS
12 FOR SPECULATION. LACKS FOUNDATION.
13 BY MR. RICHARDS:

14 Q. WELL, I'M ASKING. WHAT WAS THE
15 MOTIVE FOR YOU TO FILE THE LAWSUIT?

16 A. WELL, I THINK THE MOTIVE IS THAT
17 THE MONEY IS THERE AND IT NEEDS TO BE -- EITHER
18 THE INVESTMENT NEEDS TO GO FORWARD OR THE MONEY
19 NEEDS TO BE PAID BACK.

20 THE INTENTION IS TO -- IS TO
21 CONTINUE WITH THE INVESTMENT.

22 Q. YOU MEAN TO GET A PIECE OF THE
23 AIRPORT?

24 A. YES.

25 Q. WHY DO YOU THINK THEY'RE TAKING --

0656

1 WHY DO YOU THINK THEY'RE TAKING ADVANTAGE OF YOU
2 ON THAT MILLION DOLLAR INVESTMENT?

3 A. WHAT DO YOU MEAN?

4 Q. WHY DO YOU THINK THE AIRPORTS NOT
5 RECOGNIZING YOUR -- YOU'RE BASICALLY SAYING THE
6 AIRPORT TOOK YOUR MILLION --

7 A. NO. THEY RECOGNIZE THAT THE
8 MONEY -- BECAUSE WE'RE IN A LITIGATION TO EITHER
9 HAVE THE MONEY RETURNED OR TO CONTINUE WITH THE
10 INVESTMENT.

11 Q. IF KENNER COULD GET THE APPROVAL OF
12 THE OWNER TO TRANSFER THE INTEREST FROM LOR TO
13 KENNER OR NORSTROM, WOULD YOU DO THAT?

14 A. I'D HAVE TO SEE WHAT HE'S GOING TO
15 DO.

16 OUR INTENTION IS STILL TO CONTINUE
17 WITH THE INVESTMENT. SO THE INTENTION WOULD BE TO
18 BE ABLE TO PURCHASE THE AIRPORT AS DESIRED AND
19 TO -- IF KENNER OR NORSTROM DIDN'T WANT THEIR
20 PIECE, OR WHOEVER'S INVESTED, THEY'D WANT THEIR
21 PIECE AT OUR PRO RATA BASIS, THEN THEY WOULD BE
22 BOUGHT OUT.

23 Q. WELL, WHAT IS THE -- WHAT IS THE
24 STRUCTURE -- SINCE YOU DON'T HAVE ANY OF YOUR OWN
25 MONEY IN THE DEAL, I'M ASSUMING; CORRECT?

0657

1 A. I BELIEVE I DO. I DON'T
2 KNOW EXACTLY HOW MUCH. I DON'T KNOW -- I DON'T
3 KNOW WHAT THE AMOUNT IS.

4 Q. OKAY.

5 A. BUT NOT A SIGNIFICANT AMOUNT

ZERO dollars

6 COMPARED TO THOSE.
7 Q. SO THEN WHAT'S -- WHAT'S THE --
8 WHAT'S THE -- WHAT'S -- HOW -- HOW MUCH PERCENTAGE
9 DOES KENNER OWN IN THAT DEAL?

10 A. THERE'S NO OWNERSHIP RIGHT NOW. HE
11 WAS GOING -- IT WAS THE SAME DEAL STRUCTURE. I
12 WAS GOING TO DO THE DEAL. HE WAS GOING TO BRING
13 THE MONEY. IT WAS GOING TO BE 50/50.

14 Q. I SEE.
15 SO THAT'S WHY YOU FEEL YOU HAVE AN
16 OBLIGATION TO TRY TO GET THE MONEY BACK BECAUSE
17 SOMETHING WENT WRONG, AND YOU WERE RESPONSIBLE FOR
18 THE -- PAPERING THE DEAL, BASICALLY?

19 MS. CROWTHER: ASKED AND ANSWERED.
20 AND IT'S NOT WHAT HE SAID.
21 BY MR. RICHARDS:

22 Q. HOW DID KENNER OR NORSTROM KNOW IF
23 THEY WERE THE OWNERS OR THEY HAVE AN INTEREST IN
24 THERE? WHAT -- WHAT DOCUMENTATION DID THEY GET TO
25 SHOW THAT THEY HAVE --

0658

1 A. THEY DON'T HAVE ANY. I'VE SAID
2 THAT.

3 Q. JUST BASICALLY JUST YOUR
4 REPRESENTATION THAT THEY OWN HALF THE DEAL?

5 A. IF IT GOT TO COMPLETION, AND WE
6 WERE ABLE TO COMPLETE THE DEAL, IT WAS A
7 6.6 MILLION DOLLAR DEAL.

8 IF HE PUT ALL THE MONEY IN LIKE HE
9 WAS -- HE WAS SUPPOSED TO, AND THE DEAL WENT
10 ACCORDING TO PLAN, THEY WOULD HAVE -- PHIL WOULD
11 HAVE 50 PERCENT.

12 Q. WHAT IF THE OWNER JUST RETURNS THE
13 MILLION DOLLARS, JUST GIVES PHIL BACK HIS MONEY
14 WITH NORSTROM, IS THAT ACCEPTABLE TO YOU?

15 A. THAT'S -- WOULD BE ACCEPTABLE.
16 THAT'S PART OF THE LITIGATION. IF YOU WANT TO
17 HAVE CONVERSATIONS WITH THE ATTORNEY IN -- IN --
18 IN CABO, YOU CAN DO THAT.

19 Q. WHO'S THAT?

20 A. FERNANDO GARCIA.

21 Q. OH, YOU'RE OWN ATTORNEY IS HANDLING
22 IT FOR YOU?

23 A. YES. AND THERE'S ANOTHER ATTORNEY
24 ALSO.

25 Q. DID THEY EVER GET TO TRIAL IN CABO,

0659

1 DO YOU KNOW?

2 A. NOT YET, NO.

3 Q. I MEAN, IS THERE A TRIAL DATE?

Airport documents confirmed Jowdy was the 99% owner of the airport investment and his attorney, Fernando Garcia, owned the other 1% -- ironically also handling the litigation...

Jowdy's personal Mexico attorney -- and Jowdy's partner in every Mexico deal...